

REMARKS

Discussion of Rejection of Claims 1-15 under 35 U.S.C. § 103(a)

The Examiner has maintained the rejection of Claims 1-13 under 35 U.S.C. § 103(a) as unpatentable over U.S. Patent Application No. 2002/0004729 by Zak in view of U.S. Patent No. 6,324,516 to Shults, et al. In maintaining the rejection of Claims 1-13, the Examiner stated that:

Shultz further teaches flagging a line for further review if an item is not authorized (Shults; col. 4, lines 17-18). Examiner submits that "flagging a line" reads upon "prompting for correction." Applicant argues on pgs 7 and 8 that "flagging an item for manual review..." is not a prompt to correct data. Examiner is to give terms in a claim their broadest reasonable interpretation. One of ordinary skill in the art would understand "flagging an item..." to be a prompt for correction. A "prompt" is defined as a message or symbol from a computer system to a user, generally appearing on a display screen, requesting more information or indicating that the system is ready for user instructions (<http://dictionary.reference.com/browse/prompt>). A "flag for review" fits within this definition for prompt as it is a symbol to a user requesting more information. Applicant further argues that there is no indication that a user would correct data in the database after seeing this flag. Shults teaches flagging a line for further review. Examiner submits one of ordinary skill in the art would understand review to encompass looking over the data and also correcting the data if necessary. Examiner therefore believes that the combined teachings of Zak's medical emergency database and Shults compliance audit feature would have suggested the teachings of claim 1 to one of ordinary skill in the art. (emphasis in original)

The Examiner has also rejected newly added Claims 14 and 15 under 35 U.S.C. § 103(a) as unpatentable over Zak in view of Shults. In rejecting Claims 14 and 15, the Examiner stated that:

As per Claims 14 and 15 Shults teaches wherein the compliance audit component is configured to receive additional data from a user in response to the prompt for correction of the data and wherein the additional data comprises information regarding the process of acquiring the data by a user (Shults; Col. 6, lines 38-58 and Col. 7, lines 16-34).

For the reasons set forth below, Applicant respectfully submits that Claims 1-15 are patentable over the combination of Zak and Shults.

As previously noted, directed to a system in which the user is a payor, such as an insurance company. The system of Shults reviews an itemized bill to determine whether the

items should be flagged for payment or should be flagged for manual review to determine whether payment is appropriate. The review performed by a user is clearly described in Shults, most clearly as follows: “[a] human operator is presented with a list of possible UR agreements that have some possibility of matching a particular line 110. The operator can then review the line 110 and the UR agreements to determine which, if any, to apply.” *Shults*, col. 18, ll. 26-31, *see also* col. 15, ll. 53-65. In the system of Shults, an item is flagged for further review when the system is unable to automatically correlate a billing record with a UR agreement, and the review consists of matching the billing record to one or more UR agreements, if possible. No correction of data is discussed in the specification, nor would there be any reason to make such a correction, as the only determination to be made by the user is whether particular UR agreements apply to the billing record.

Applicant respectfully submits that although the Examiner has noted that a claim term must be given its broadest reasonable interpretation, but has then used an overly broad interpretation of “flagging a line for further review”, a term found not in the claim but rather in the cited reference. In particular, the Examiner has argued that a person of ordinary skill in the art would understand “review” to encompass looking over data and correcting data if necessary. Applicant respectfully submits that a broad reading of the term “review” is inappropriate when the meaning of the term in the cited reference is clearly described.

As noted above, the review in Shults is limited to association of UR agreements with billing records when no UR agreement can be automatically matched with particular billing records. Although the term “review” could conceivably have been used in a different context to describe looking over and correcting data, the cited reference describes in detail the user review, and makes clear that the term review is being used by Shults in a more limited way. Applicant respectfully submits that a person of ordinary skill in the art would have understood the term in the context in which it was being used, would not have ignored the further discussion of the term in the cited reference in favor of a broader reading which contradicts that meaning, and that there is no suggestion or motivation in Shults to prompt for the correction of data within the medical emergency database.

Furthermore, Applicant respectfully submits that the system of Shults does not check to ensure that data in the medical emergency database for a current encounter is consistent with a

high risk compliance area. As noted in the specification, a high risk compliance area may be a transport that meets specific criteria that are identified as carrying a risk for reimbursement fraud or abuse, such as a two patient transport where the second patient is not medically necessary or a trip with a loaded mileage of less than 10 miles without extenuating circumstances. *Specification*, at page 11. For example, in such a situation, the data may be inconsistent where the data describes a stable patient with no injuries, but the crew believes that the transport is medically necessary. *Id.* Discrepancies can be identified and consistent, accurate and compliant information can be entered by the user.

In contrast, no such check is made by the system of Shults. The review of Shults merely consists of a determination as to which existing UR agreements correspond to bill entries included on a bill from a treatment provider. There is no check that the data is consistent with a high risk compliance area as recited in Claim 1, rather, the bill is merely reviewed to determine which items are to be paid and in which amounts. Because there is no such check performed by Shults, there can be no prompt to correct the data when the data is not consistent.

For at least the above reasons, Applicant respectfully submits that the combination of Zak and Shults fails to teach a computerized, integrated emergency medical transportation database system comprising, *inter alia*, a compliance audit component in communication with the medical emergency database, wherein the compliance audit component is configured to check to ensure that data in the medical emergency database for a current encounter is consistent with a high risk compliance area, and prompt for correction of data where the data is not consistent. Applicant therefore submits that Claim 1 is patentable over the cited references, as the combination fails to teach every limitation of Claim 1. As Claims 9 and 12 recite similar limitations, Applicant submits that Claims 9 and 12 are patentable over the cited references for reasons similar to those discussed above with respect to Claim 1.

As Claims 2-8, 10-11, and 13-15 depend from at least one of Claims 1, 9, and 12, Applicant submits that they are patentable for at least the reasons discussed with respect to the claims from which they depend, in addition to providing further patentable distinction. In particular, Applicant notes that Claim 14 recites that the compliance audit component is configured to receive additional data from a user in response to the prompt for correction of the data. As Shults does not describe a prompt for correction of data, as noted above, Applicant

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respectfully submits that Shults can not be configured to receive additional data from a user in response to a prompt for correction of data. Similarly Claim 15 recites that the additional data comprises information regarding the process of acquiring the data by a user. As Shults does not describe the reception of additional data in response to a prompt for correction, Applicant respectfully submits that it can not disclose the reception of additional data which comprises information regarding the process of acquiring the data by a user.

Regarding the unargued dependent claims, Applicant does not necessarily agree with the prior art characterization made by the Examiner. Furthermore, since they incorporate patentable features, they are also patentable for at least this reason.

No Disclaimers or Disavowals

Although the present communication may include alterations to the application or claims, or characterizations of claim scope or referenced art, Applicant is not conceding in this application that previously pending claims are not patentable over the cited references. Rather, any alterations or characterizations are being made to facilitate expeditious prosecution of this application. Applicant reserves the right to pursue at a later date any previously pending or other broader or narrower claims that capture any subject matter supported by the present disclosure, including subject matter found to be specifically disclaimed herein or by any prior prosecution. Accordingly, reviewers of this or any parent, child or related prosecution history shall not reasonably infer that the Applicant has made any disclaimers or disavowals of any subject matter supported by the present application.

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Conclusion

For at least the above reasons, Applicant respectfully submits that Claims 1-15 are patentable over the cited references. Accordingly, Applicant respectfully requests the withdrawal of all pending rejections and the allowance of Claims 1-15.

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

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AMEND

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